

## **Exhibit N**

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
ABERDEEN ENTERPRISES, INC.**

**JULY 18, 2023**

The undersigned, being the sole member of the board of directors (the “**Board**”) of Aberdeen Enterprises, Inc., a Delaware corporation (the “**Corporation**”), hereby adopts, by this action by written consent in lieu of a meeting (this “**Written Consent**”) in accordance with the Delaware General Corporation Law, the following resolutions with the same force and effect as if they had been adopted at a duly convened meeting of the Board:

**Issuance of Shares**

WHEREAS, Bay Point Capital Partners II, LP (the “**Lender**”) issued notices to Aberdeen Enterprises (BVI), Ltd., a British Virgin Islands limited company (the “**Stockholder**”) on June 16, 2023 and July 5, 2023, and notice to the Corporation on June 16, 2023, of, inter alia, the occurrence and continuance of a Specified Event of Default and the application of the Default Rate (as defined in the notices) under and pursuant to certain loan documents, including (i) that certain Loan and Security Agreement, dated as of November 9, 2022, by and between the Lender, on one hand, and Brickchurch Enterprises, Inc. and the Corporation as borrowers, on the other hand; (ii) that certain Promissory Note, dated as of December 9, 2022, by and between the Lender, on one hand, and Brickchurch Enterprises, Inc. and the Corporation as borrowers, on the other hand, (iii) that certain Guaranty Agreement, dated as of December 9, 2022, by and between Louise Blouin, Mathew Kabatoff, Brickchurch Enterprises (BVI) Ltd., the Stockholder, and Aberdeen Enterprises Holdings (BVI) Ltd., as guarantors on one hand, and the Lender, on the other hand; and (iv) that certain Pledge and Security Agreement, dated as of December 9, 2022, by and between the Stockholder, as pledgor on one hand, and the Lender, on the other hand (the “**Security Agreement**”);

WHEREAS, pursuant to the terms of the Security Agreement, the Stockholder, inter alia, pledged and granted a security interest in all of the shares of common stock of the Corporation (the “**Shares**”) as Collateral (as defined in the Security Agreement) to secure Stockholder’s obligations to the Lender;

WHEREAS, pursuant to Section 9(a) of the Security Agreement, upon an Event of Default (as defined in the Security Agreement), the Lender is entitled to “transfer or register in its name or the name of its nominee (if the same has not already been done) any of the Collateral...”;

WHEREAS, the certificate for the Shares (“**Certificate No. 1**”) has been surrendered to the Corporation, duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, and proper evidence of compliance with other conditions to rightful transfer the Shares from the Stockholder to Lender;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation shall cancel Certificate No. 1 and issue to the Lender a certificate of shares relating to the issuance of common stock of the Corporation, par value \$0.01 per share, in the respective amounts listed below, the form, terms and conditions of which are hereby adopted:

<b>Certificate No.</b>	<b>Name</b>	<b>Number of Shares of Common Stock</b>
2	Bay Point Capital Partners II, LP	100

FURTHER RESOLVED, that the form, terms and conditions for certificates of shares of common stock attached hereto as Exhibit A and incorporated herein by reference is hereby adopted, and that stock certificates in such form and with such terms and provisions, appropriately completed, may be signed by the appropriate officers of the Corporation as set forth in the Corporation's bylaws; and

FURTHER RESOLVED, that the Corporation shall record the above transactions upon its books.

#### **Enabling Resolution**

FURTHER RESOLVED, that any act taken or done by any officer or agent of the Corporation to facilitate the transactions contemplated by these resolutions is hereby ratified and approved; and the officers and agents of the Corporation are authorized and directed to do such further acts and deeds, and to execute, acknowledge, file, and deliver for and on behalf of the Corporation such other agreements, documents, papers, and instruments as they deem necessary, appropriate, advisable, or required, in order to effectuate the purpose and intent of these resolutions and to resolve, in their individual discretion, all questions of method, form, and detail; and the taking of any such acts and deeds, and the execution and delivery of any such documents, papers, and instruments is hereby ratified and approved;

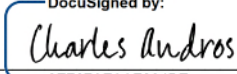
FURTHER RESOLVED, any copy, facsimile or other reliable reproduction of this action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used;

FURTHER RESOLVED, that an executed copy of this Written Consent shall be filed with the minutes of the proceedings of the Board of Directors.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned director has duly executed this Written Consent as of the date set forth above.

DIRECTOR:

DocuSigned by:  
  
0E767AFAAF204BE...  
\_\_\_\_\_  
Charles Andros

**Exhibit A**

**Form of Stock Certificate**

See Attached

NUMBER	SHARES
--2--	--100--

Incorporated Under  
The Laws Of The  
State of Delaware

THESE SHARES ARE SUBJECT TO  
RESTRICTIONS. SEE REVERSE.

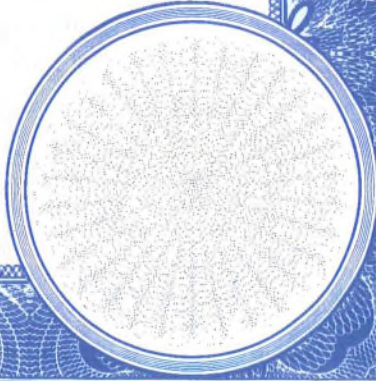
**ABERDEEN ENTERPRISES, INC.**

This certifies that **Bay Point Capital Partners II, LP** is owner of **one hundred (100)** fully paid and non-assessable share of the Common Stock, \$0.01 par value, of the above named Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer this 18th day of July, 2023.

Charles Andros, President

Charles Andros, Secretary





## EXPLANATION OF ABBREVIATIONS

The following abbreviations, when used in the inscription of ownership on the face of this certificate, shall be construed as if they were written out in full according to applicable laws or regulations. Abbreviations, in addition to those appearing below, may be used.

JT TEN As joint tenants with right of survivorship and  
not as tenants in common

TEN COM As tenants in common

TEN ENT As tenants by the entireties

UNIF GIFT MIN ACT Uniform Gifts to Minors Act

CUST Custodian for

UNIF TRANS MIN ACT Uniform Transfers to Minors Act

*For Value Received,* \_\_\_\_\_ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

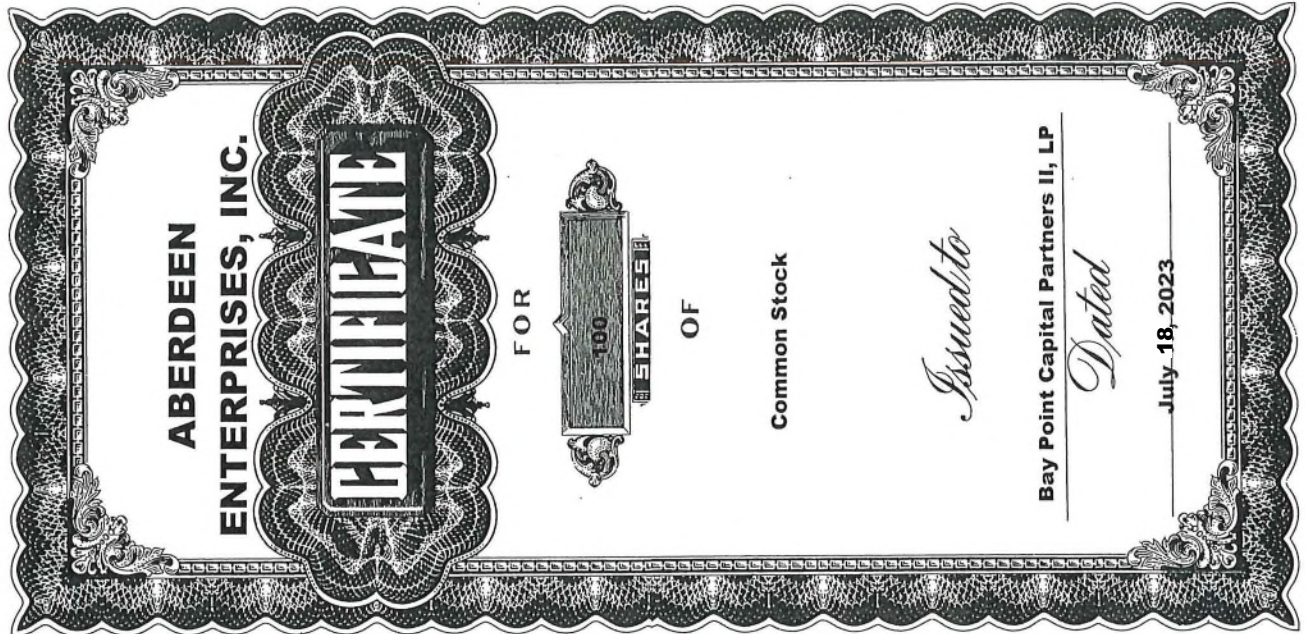
\_\_\_\_\_ *Shares represented by the within*  
*Certificate, and do hereby irrevocably constitute and appoint*

\_\_\_\_\_ *Attorney*  
*to transfer the said Shares on the books of the within named Corporation with*  
*full power of substitution in the premises.*

*Dated* \_\_\_\_\_ *A.D. 20* \_\_\_\_\_

*In presence of* \_\_\_\_\_

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE  
NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR  
WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.



THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT  
BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS  
AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES  
LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED,  
PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT  
(A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE  
UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN  
EXEMPTION FROM REGISTRATION THEREUNDER.